INVITATION TO BID	TUNOT.	BIDS WILL BE PUBLICLY OPENED:
STATE OF LOUISIANA		OCT 12, 2005 10:00 AM
)
DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING	ED VOICE	PURCHASING AGENCY NO.: 107001
	ــــــــــــــــــــــــــــــــــــــ	
=====> VENDOR NO. : SOLICITATION : 2202968		
FILE NO. : OPENING DATE : 10/12/05		·
OF ENING DATE: 10/12/03		SEE NO. 8 BELOW. RETURN BID TO
VENDOR NAME AND ADDRESS	7	10:00 AM 2202968 10/12/05
====>		OFFICE OF STATE PURCHASING
		OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095
	1	BUYER : PETE JONES, CPPB
	_1	BUYER PHONE : (225) 342-0274 DATE ISSUED : 09/08/05
		REQ. AGENCY : 514150 FOLD HERE->
FILL IN VENDOR NUMBER (FEIN), NAI	ME AND	WILDLIFE & FISHERIES AGENCY REQ. NO. : 5141001
ADDRESS ABOVE, BEFORE SUBMITT	ING BIL	ISIS REQ. NO. : 1281408
		VENDOR PHONE : FISCAL YEAR : 06
		CLASS/SUBCLASS : 97511 SCHEDULED BEGIN DATE : 11/01/05
		SCHEDULED END DATE : 10/31/06
		T-NUMBER : WLF20
PLEASE REMOVE FROM THIS COMMODITY CODE. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECI CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIS LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTR BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. BID BOND ATTACHED. CERTIFIED CHECK ATTACL BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RES	RTY (30) DAYS. WILL NOT BE ACTS, CASH D	CASH DISCOUNTS FOR CONSIDERED IN DISCOUNTS WILL BE ACCEPTED AND TAKEN OTHER, IF REQUIRED.
SISTEM CHILDREN TO MADE A PERMICATION OF THE	ocima onde	
INSTRUCTION	ONS TO BIDDE	RS
 READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SP ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTION 		
INITIALED BY THE BIDDER.	,	FOLD HERE->
THIS BID IS TO BE MANUALLY SIGNED IN INK. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATIO		RWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE"
OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MAD INVOICE OR DELIVERY, WHICHEVER IS LATER.	DE WITHIN 30 D	PAYS AFTER RECEIPT OF PROPERLY EXECUTED
5. AMOUNT OF BID BOND REQUIRED:		OR OF BID.
7. DESIRED DELIVERY: 002WEEKS ARO		
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHO THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SI		
 BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE S PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDA 		
IN THIS SOLICITATION.		
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITH		
BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID		
VENDOR PHONE NUMBER: (T	TILE	DATE
FAX NUMBER:		
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3	.	NAME OF BIDDER
(MUST BE SIGNED)		(TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2202968 OPEN DATE: 10/12/05 TIME: 10:00 AM T-NUMBER : WLF20	BIDDER:	PAGE 2

11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.

TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING,

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS, BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

STANDARD TERMS & CONDITIONS	INVITATION TO BID		
NUMBER : 2202968 OPEN DATE: 10/12/05 TIME: 10:00 AM T-NUMBER : WLF20	BIDDER:	PAGE 3	

21. NEW PRODUCTS

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION;
(3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;
(6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE: OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2202968 OPEN DATE: 10/12/05 TIME: 10:00 AM T-NUMBER : WLF20	BIDDER:	PAGE

1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

**ATTENTION: **

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

SPECIAL TERMS & CONDITIONS	INVITATION TO BID
NUMBER : 2202968 OPEN DATE: 10/12/05 T-NUMBER : WLF20	BIDDER:
AGENCY AND THE INVOICE OF THE DELIVERY DATE, PURCHASE, AND DELIVERY POINT. A CCEPTED SHALL BE SUBMIT TO THE ACCOUNTING DEPART	L BE SUBMITTED BY THE CONTRACTOR TO THE USING SHALL REFER TO THE DELIVERY TICKET NUMBER, /RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, SEPARATE INVOICE FOR EACH ORDER DELIVERED AND THED BY THE CONTRACTOR IN DUPLICATE DIRECTLY IMENT OF THE USING AGENCY. INVOICES SHALL SHOWN DISCOUNT AND SHALL BE SUBMITTED ON THE E FORM.
SOLICITATION, THE BIDDER FOLLOWING AS APPLICABLE ACT OF 1964, AS AMENDED EXECUTIVE ORDER 11246, AMENDED, THE VIETNAM ER. 1974, TITLE IX OF THE ER 1975, AND BIDDER AGREES WITH DISABILITIES ACT OR ITS EMPLOYMENT PRACTICE, ENTERED INTO AS A RESULT COLOR, RELIGION, SEX, SON STATUS, POLITICAL AFFILE DISCRIMINATION COMMITTES STATUTORY OBLIGATIONS WE	IGHTS LAWS. BY SUBMITTING AND SIGNING THIS R AGREES TO ABIDE BY THE REQUIREMENTS OF THE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL THE FEDERAL REHABILITATION ACT OF 1973, AS A VETERAN'S READJUSTMENT ASSISTANCE ACT OF DUCATION AMENDMENTS OF 1972, THE AGE ACT OF TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS F 1990. BIDDER AGREES NOT TO DISCRIMINATE IN S, AND WILL RENDER SERVICES UNDER ANY CONTRACT T OF THIS SOLICITATION, WITHOUT REGARD TO RACE, EXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN IATION, OR DISABILITIES. ANY ACT OF D BY BIDDER, OR FAILURE TO COMPLY WITH THESE HEN APPLICABLE, SHALL BE GROUNDS FOR RACT ENTERED INTO AS A RESULT OF THIS
A PREFERENCE MAY BE ALL	
PRODUCED, GROWN OR ASSE	LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, MBLED: S REQUIRED, INCLUDE ON SEPARATE SHEET.)
DO YOU HAVE A LOUISIANA	BUSINESS WORKFORCE? YES NO
LOUISIANA BUSINESS WORK.	HAT AT LEAST FIFTY PERCENT (50%) OF YOUR FORCE IS COMPRISED OF LOUISIANA RESIDENTS?
YESNO	
	E INFORMATION MAY CAUSE ELIMINATION FROM ES SHALL NOT APPLY TO SERVICE CONTRACTS.

PAGE 5

7 CANCELLATION

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2202968 OPEN DATE: 10/12/05 TIME: 10:00 AM T-NUMBER : WLF20	BIDDER:	PAGE 6

THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

- 8 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.
 - A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.ARNET.GOV/EPLS
- 9 EVERY ITEM BID SHOULD HAVE SUFFICIENT INFORMATION ENCLOSED WITH THE BID, IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS. THE ABOVE REQUIREMENTS INCLUDE ITEMS IN WHICH THE BIDDER STATES HE PROPOSES TO FURNISH EXACTLY WHAT IS CALLED FOR IN THE SPECIFICATIONS.
 - FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.
- 10 LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED UPON REQUEST; IF REQUESTED, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED WITHIN SEVEN (7) DAYS.
- 11 PRICES ARE TO BE BID IN THE UNIT OF MEASURE REQUESTED (PER ROLL, PER REEL, PER CARTON, PER GALLON, ETC.).
- 12 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.
- AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

PRICE S	HEFT	INVITATI	ON TO B	ID		
NUMBER	: 2202968 : 10/12/05 TIME: 10:00 AM	BIDDER:			<u> </u>	PAGE 7
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: WILDLIFE & FISHERIES AQUA./ROSEDALE ROSEDALE WAREHOUSE 12755 HWY. 77 MARINGOUIN, LA 70757					
00001	COMMODITY CODE: 975-11-120315 RENTAL OF TURBINE HELICOPTER PER THE ATTACHED SPECIFICATIONS. FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY ALLIGATOR WEED AND OTHER AQUATIC VEGETATION WITH 2,4-D AMINE AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. BIDDER TO STATE MINIMUM NUMBER OF ACRES REQUIRED FOR APPLICATION ON THIS LINE ITEM: ACRES. SPECIFY BRAND (& NUMBER IF APPLICABLE)	500	ACRE			
00002	COMMODITY CODE: 975-11-120315 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY ALLIGATOR WEED AND OTHER AQUATIC VEGETATION WITH GLYPHOSATE AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. BIDDER TO STATE MINIMUM NUMBER OF ACRES REQUIRED FOR APPLICATION ON THIS LINE ITEM: ACRES. SPECIFY BRAND (& NUMBER IF APPLICABLE)	500	ACRE			

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OPEN DATE	: 2202968 : 10/12/05 TIME: 10:00 AM	BIDDER:				PAGE 8
T-NUMBER LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
NO.		FROM/10				
00003	COMMODITY CODE: 975-11-120315 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY ALLIGATORWEED AND OTHER AQUATIC VEGETATION WITH TRICLOPYR (RENOVATE 3) AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. BIDDER TO STATE MINIMUM NUMBER OF ACRES REQUIRED FOR APPLICATION ON THIS LINE ITEM: ACRES.	500	ACRE			
00004	SPECIFY BRAND (& NUMBER IF APPLICABLE) COMMODITY CODE: 975-11-120315 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY DUCKWEEK AND OTHER AQUATIC VEGETATION WITH DIQUAT AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.	500	ACRE			
	BIDDER TO STATE MINIMUM NUMBER OF ACRES REQUIRED FOR APPLICATION ON THIS LINE ITEM: ACRES. SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00005	COMMODITY CODE: 975-11-120315 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY SALVINIA AND OTHER AQUATIC VEGETATION WITH DIQUAT AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.	500	ACRE			

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	: 2202968 : 10/12/05 TIME: 10:00 AM	BIDDER:	<u> </u>			PAGE 9
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	BIDDER TO STATE MINIMUM NUMBER OF ACRES REQUIRED FOR APPLICATION ON THIS LINE ITEM:ACRES. SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00006	COMMODITY CODE: 975-11-120315 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY SALVINIA AND OTHER AQUATIC VEGETATION WITH GLYPHOSATE AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. BIDDER TO STATE MINIMUM NUMBER OF ACRES REQUIRED FOR APPLICATION ON THIS LINE ITEM: ACRES. SPECIFY BRAND (& NUMBER IF APPLICABLE)	500	ACRE			
00007	COMMODITY CODE: 975-11-120315 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY WATER HYACINTH AND OTHER AQUATIC VEGETATION WITH 2,4-D AMINE AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. BIDDER TO STATE MINIMUM NUMBER OF ACRES	500	ACRE			
00008	REQUIRED FOR APPLICATION ON THIS LINE ITEM: ACRES. SPECIFY BRAND (& NUMBER IF APPLICABLE) COMMODITY CODE: 975-11-120315	500	ACRE			

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RICE S	HEET	INVITATI	ON TO BI	D	
EN DATE	: 2202968 : 10/12/05 TIME: 10:00 AM : WLF20	BIDDER:			PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00009	FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY WATER HYACINTH AND OTHER AQUATIC VEGETATION WITH GLYPHOSATE AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. BIDDER TO STATE MINIMUM NUMBER OF ACRES REQUIRED FOR APPLICATION ON THIS LINE ITEM:ACRES. SPECIFY BRAND (& NUMBER IF APPLICABLE) COMMODITY CODE: 975-11-120315 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY WATER HYACINTH AND OTHER AQUATIC VEGETATION WITH TRICLOPYR (RENOVATE 3) AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. BIDDER TO STATE MINIMUM NUMBER OF ACRES REQUIRED FOR APPLICATION ON THIS LINE ITEM:ACRES. SPECIFY BRAND (& NUMBER IF APPLICABLE)	500	ACRE		
0010	COMMODITY CODE: 975-11-120315 UP-CHARGE FOR TRAVELING TO NORTH OR SOUTH LOUISIANA PER THE ATTACHED MAP. SPECIFY BRAND (& NUMBER IF APPLICABLE)	10	JOB		
0011	COMMODITY CODE: 975-11-120315	5	HOUR		

PRICE S	HEET	INVITATI	ON TO B	ID		
NUMBER OPEN DATE T-NUMBER	: 2202968 : 10/12/05 TIME: 10:00 AM : WLF20	BIDDER:				PAGE 11
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	ADMINISTRATIVE SURVEY FLYING SPECIFY BRAND (& NUMBER IF APPLICABLE)					
1						
!						
				·		

Louisiana Department of Wildlife & Fisheries Aquatic Plant Control Description, Specification and Work Statement for Aerial Applicator File No. WLF20

Scope of Contract

The intent of this solicitation and any resultant contract is to obtain the services of fully operated by qualified personnel, and equipped to meet specifications, for use in the application of liquid herbicides plus surfactant to control aquatic plants in Louisiana. The type of services that the aircraft will be required to perform will be the actual application of herbicide and a limited amount of project related administrative survey flying.

Work Location

Application will be accomplished in waterbodies in north Louisiana and south Louisiana as indicated on the attached map on an as needed where needed basis, with a minimum application area specified by the Contractor. Specific areas to be treated will be designated by the Contracting Officer immediately prior to each spray operation.

Base of Operations

Contractor will be responsible for establishing a base of operations within the closest possible proximity of the designated work area with the concurrence of the Contracting Officer. Contractor will be required to move his base of operations to provide the highest possible work production.

Certification

- A. Contractor shall be certified under all provisions of the Federal Aviation Administration Regulations as they apply to the application of herbicides to aquatic environments. Contractor shall also be certified by the Louisiana Department of Agriculture and Forestry (LDAF) as a commercial Aerial Pesticide Applicator (Category 11) and Aquatic Pest Control (Category 5A).
- B. Helicopter(s) offered for this contract shall have all necessary Federal and State certificates for this specific use. The installation of any special equipment called for in this contract must be FAA approved.

Contract Period and Availability

- A. This contract shall be effective for one year from date of award.
- B. Contractor shall make available all equipment and personnel as specified upon one week written notice from Contracting Officer.

Schedule of Operations

The schedule of operations will be planned by the Contracting Officer with the cooperation of the Contractor's designated pilot. Work to be accomplished will be described in detail by the Contracting Officer prior to commencement of spray operations. Work outlined could be located in either north or south Louisiana under the same work order notice; however, all possible consideration will be given toward the accomplishment of all available work within any one area before the Contractor is required to move to another region. The Contractor will specify the minimum number of acres that will be guaranteed for each work order notice issued. Administrative survey flying will be charged on an actual flight hour basis. A representative of the Contracting Officer will be available to the Contractor for clarification of questions relating to the issuance of work orders.

Pilot Authority and Responsibility

- A. The pilot is responsible for the safety of the aircraft, its occupants and cargo. The pilot shall refuse any flight or landing which the pilot considers overly hazardous or unsafe.
- B. The pilot shall not permit any passenger to ride in the aircraft or any cargo loaded therein unless authorized by the Contracting Officer.
- C. The Contracting Officer may suspend from flying under this contract, any pilot who flies recklessly, continues to do ineffective work, or conducts himself in a manner detrimental to the purpose for which contracted.

Contractor's Equipment

The Contractor should submit a list of all equipment to be used in the performance of this contract with the bid. The list will be required prior to award. The listing must address the minimum requirements of this solicitation and contain descriptions of aircraft, vehicles, application equipment, etc.

Technical Specifications

<u>Aircraft</u>

- A. Aircraft shall be equipped with all standard factory equipment and including a flight meter (Hobbs Model M-1-969), or equal, recording in hours and tenths.
- B. Aircraft shall be equipped with GPS Navigation System.
- C. Aircraft shall be equipped with Wag Flagger DGPS, or equal, compatible high-accuracy precision guidance system (10 positions calculated/second minimum).

Aerial Application Equipment

Liquid Herbicide

- A. Helicopter shall be equipped with a Simplex Model 7800, or equal, hydraulic spray control system (140 gallon- capacity tank).
- B. Helicopter shall be equipped with a Microfoil Boom Spray System or equal.
- C. Contractor must also supply a conventional spray boom that will be installed at Contracting Officer's designation.
- D. Each system must be leak proof and adjustable for fast and accurate calibration.
- E. Spray material tanks are to be provided with a tight fitting closure to prevent spillage.
- F. Spray systems must be capable of applying spray solution at a rate of three (3) gallons to twenty (20) gallons total volume per acre.
- G. One spare spray pump shall be quickly available in order to prevent lost time in the event of pump failure or breakdown.
- H. Helicopter shall be equipped with an automatic flagging device (Automatic Flagman manufactured by Air-Ag, Inc. or equal).

Inspection of Spraying Equipment by the State

The Contractor shall provide proof to the Louisiana Department of Wildlife and Fisheries (LDWF) that his/her application equipment, intended for use under this contract, has been inspected by the LDAF. This information will be required prior to award.

Maintenance and Repair

The Contractor is solely and totally responsible for all maintenance and repairs of his/her equipment, at no additional cost to the LDWF.

Herbicides and Application Procedures.

A. The herbicides and spray adjuvants, if necessary, to be used shall be provided by the Contractor and labeled for use at aquatic sites in Louisiana and shall be applied at label-recommended rates. Contractor shall supply the water necessary for all spray mixtures. The Contractor shall be responsible for the transfer and preparation of all mixtures required to achieve the proper application of the herbicide.

- B. Herbicide and spray adjuvants, if necessary, to be used shall not be bid separately, but should be included in the unit bid price for application of those materials. A label of herbicide to be used shall be submitted to the LDWF for review and will be required prior to award.
- C. No application shall be made at an altitude above vegetation to be treated of more than that specified by the label or LDAF regulations nor shall operations be conducted when wind velocities near the surface measure ten (10) miles per hour or more or as stated per label requirements or LDAF regulations. Applications shall not be made during rainfall or within 2 hours of imminent rainfall.
- D. Contractor will follow acceptable established procedures and will adhere to product label instructions during the application of the spray material that will provide complete coverage of the vegetation to be treated. Contractor shall treat all misses and skips prior to establishment of a new base of operations.
- E. The Contractor shall take all necessary precautions to avoid drift of herbicides to off-target plants. When spraying along banks of waterways, the Contractor shall take care to avoid spraying bank vegetation to prevent erosion of stream banks and damage to off-target vegetation.
- F. It will be the responsibility of the Contractor to identify the location of water intakes for potable water and irrigation water and follow label directions concerning applications in the area of the intakes.
- G. The Contractor shall perform herbicide treatments in such a manner to ensure an effective and thorough kill of targeted vegetation.

Personnel Requirements and Qualifications

- A. Contractor shall provide adequate, qualified personnel for the operation of the aircraft and specified equipment. Each pilot must have a valid FAA Commercial Pilot's Certificate with current medical certificate.
- B. Contractor shall provide sufficient ground service personnel experienced in maintaining the aircraft, mixing spray solutions, loading and general maintenance and protection of all equipment and materials.
- C. Contracting Officer shall provide a qualified representative to fly with pilot on reconnaissance flights to locate and delineate boundaries or areas to be sprayed. A Contracting Officer Representative will also be assigned by Contracting Officer to monitor the spray operations. Contractor will be expected to cooperate with the Representative at all times.

Waivers

The Contractor shall be responsible for obtaining waivers from the LDAF for application of 2,4-D Amine in designated waiver areas prior to making any applications. A copy of approved waivers shall be forwarded to the LDWF office in Baton Rouge prior to making applications. The waiver period for 2,4-D Amine use is designated by the LDAF.

Department Liability

The LDWF assumes no responsibility or liability for any damage to Contractor-owned, leased or subcontracted equipment, nor injury to employees of the Contractor or any subcontractors, or for damage or injury to persons or property of third parties. The Contractor shall hold and save the LDWF, its officers and agents, harmless from all claims for personal injuries, property damages, or other claims arising out of his work under this contract.

Department Responsibility

The LDWF shall submit a written work order to the contractor, in sufficient detail, on the area(s) to be treated at least fourteen days prior to the date of expected application. The Contracting Officer may issue work directives at any time during the contract period.

Contractor Experience

The Contractor should submit a listing of all applicable government and/or commercial contracts or work efforts previously completed for the control of aquatic vegetation, and will be required prior to award. Each action should be described, including acreage treated, type of vegetation, location and cost. Include a general geographic description of the habitat where work was performed (i.e. bayou, canal, large lake surrounded by residential property, etc.). Contractor must have had a minimum of one (1) season of commercial aquatic plant control experience and have demonstrated the ability to perform a herbicide application operation safely and efficiently.

The Contractor shall provide personnel who are experienced and who demonstrate proficiency in the skills required to perform the work required. The pilot(s) of the contractor shall be certified in Category 5A, Aquatic Pest Control, and Category 11, Aerial Application in the State of Louisiana, or a state that has a reciprocal agreement with the State of Louisiana. The Contractor shall provide the LDWF with a current list of certified employees, copies of their certificates and, if necessary, copies of the State of Louisiana's approval of reciprocity before those employees perform any spraying operations.

Reporting Requirements

The Contractor shall provide to the LDWF a written daily record, by the Monday of the week following the application, of the following:

- 1. Date, location, time and amount of each load delivered to the target area(s); wind speed and direction; and temperature.
- 2. Total gallons of solution applied during the day and acres covered.

- 3. Total number of flight hours for the day.
- 4. Species of plant(s) treated.
- 5. Herbicide mixing ratio and application rates as designated by Contracting Officer.

The LDWF provided Log of Operations form shall be used for reporting this daily information. Each Monday, the Contractor shall submit Log of Operations forms indicating the daily spraying activity for the previous week. The applicator/pilot shall sign the completed forms to attest to the accuracy of the information.

NOTE: One Log of Operation form is required from for each day of operation and for herbicide used. The Contractor shall fax these completed forms to LDWF on the Monday of the following week, and mail the originals to:

Louisiana Department of Wildlife and Fisheries Inland Fisheries Division P. O. Box 98000 Baton Rouge, LA 70898-9000 Attn: Charles Dugas

FAX: 225-765-0459

Cost.

All costs associated with the performance of the work must be included in the unit cost per acre.

Additionally, there can be an up-charge for applications in north or south Louisiana as per the attached map depending on the location of the vendor.

A cost per hour for administrative survey flying (helicopter) will be specified.

Aquatic Plants to be Controlled

The Contractor shall perform operations specified in the bid documents to control the following emersed, and floating plants: alligator weed (*Alternanthera philoxeroides*), duckweed (*Lemna spp.*), salvinia (*Salvinia spp.*) and water hyacinth (*Eichhornia crassipes*) using liquid herbicides applied by helicopter only.

SPECIAL PROVISIONS

1. **Insurance Required** - See attached insurance sheet.

2. <u>Inspection and Acceptance</u>

The work will be conducted under the general direction of the Contracting Officer or his authorized Representative, and will be subject to inspection by his appointed inspector(s) to ensure strict compliance with the terms of this contract. However, neither the presence nor absence of an inspector shall relieve the Contractor from any requirements of this contract.

The Contractor agrees that he will correct any deficiencies found in the work. Deficiencies corrected pursuant to this provision shall be made at no additional cost to the State of Louisiana.

3. Measurement and Payment

Payment for control of aquatic vegetation will be made at the applicable contract unit cost(s) for work satisfactorily completed by the Contractor and accepted by the LDWF. The Contractor will be paid based upon the acres of aquatic vegetation successfully treated, as verified by inspectors of the LDWF.

No payment will be made for mobilization and demobilization, environmental protection, health requirements, purchase of herbicides, quality control, or for any other work not explicitly identified by line item in the Schedule.

A lump sum payment shall be made to the Contractor following the completion and acceptance of work as specified on each work order.

Administrative survey flying time will be computed in hours and tenths from liftoff to touchdown as recorded by the hour meter required in the specifications.

Payment will be made only for survey flight time and herbicide applications authorized by the Contracting Officer and verified by an authorized Representative. Payment will not be made for initial reporting and removal of aircraft and the transport of Contractor's crew and support personnel to and from the designated base(s) stipulated in the work directives. Payment will not be made for flights for the benefit of the Contractor such as maintenance test flights, ferrying to and from maintenance facilities, flying required following an engine or transmission change.

Forms and methods for recording administrative survey flights and herbicide application data must be provided by the Contractor and approved by Contracting Officer prior to initiation of work. Contractor shall invoice Contracting Officer after completion of each work order directive. Charges shall be computed from daily flight spray records.

INSURANCE AND INDEMNIFICATION

______, agrees to obtain at its own expense and keep in full force and effect during the length or life of the contract, the following insurance policies with a company authorized to do business in the State of Louisiana.

(A) Worker's Compensation and Employee's Liability Insurance:

The contractor shall comply with all applicable Worker's Compensation Statutes of the State of Louisiana, and shall include Employee's Liability Insurance in an

amount	not	less	than	\$100	,000,
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(B) General Liability Insurance:

The Contractor shall furnish combined single limit bodily injury/property damage coverage for at least \$1,000,000. Only occurrence insurance will be acceptable, claims-made will not be acceptable.

- (C) Aircraft Public and Passenger Liability Insurance;
- (D) Automobile Liability Insurance:

______, shall name as additional insured, the **STATE of LOUISIANA**, will protect, indemnify, save and hold harmless the State of Louisiana,

except for those claims, demands and/or causes of action arising out of negligence of the State of Louisiana, and ten (10) days prior to the execution of this contract,

shall provide the State of Louisiana with a certificate of insurance as evidence that the required coverage is in effect for the required period.

Said Certificate of Insurance and hold harmless agreement shall be provided to the Department of Wildlife and Fisheries, Aquatic Plant Research & Control Section, P. O. Box 98000, Baton Rouge, LA 70898-9000.

	Company Name
	Signature
Date Accepted	Title
Is Certificate of Insurance atta	ached? Yes No
Contract No.	for State Agency No. and Name

PURPOSE OF CONTRACT:

Accepted by

